

The Narragansett Bay Commission  
One Service Road  
Providence, Rhode Island 02908

401 • 461 • 8848  
401 • 461 • 6540 FAX  
TTY (RI RELAY OPERATOR) 711

<http://www.narrabay.com>



Vincent J. Mesolella  
Chairman

Laurie Horridge  
Executive Director

June 20, 2023

***VIA FEDERAL EXPRESS***

Halifax Holding LLC  
835 School Street  
Pawtucket, RI

Re: Notice of Intent to Condemn  
835 School Street (Pawtucket A.P. 37, Lot 475  
and 0 Nassau Street (East Providence Map 201, Block 5, Lot 7  
(the "Property")

Dear Mr. Banoub:

This letter is to inform you that in accordance with Title 37, Chapter 6, and Title 46, Chapter 25 of the General Laws of the State of Rhode Island, 1956 as amended, NBC will acquire the Property in fee simple. The Property to be acquired is referred to above and is more particularly described in the taking document attached as Exhibit A (the "Taking Document").

NBC is required to pay the owner of the Property the fair market value of the Property to be acquired. NBC's appraiser has determined the fair market value of the Property to be \$720,000. If you feel that your Property is worth more than the fair market value determined by our appraiser, please provide me with written documentation to support your claim such as an appraisal prepared by your appraiser or other appropriate documentation. We would appreciate an opportunity to meet with you to discuss the appropriate price for the acquisition. Enclosed at Exhibit B is the Offer of Just Compensation. Additionally, you may also be entitled to your actual, reasonable and verifiable relocation expenses. You may also be entitled to reestablishment expenses not to exceed \$25,000. In the alternative, NBC will pay you a fixed payment of up to \$40,000 in lieu of relocation and reestablishment expenses, in which case you will not have to document your expenses. I have enclosed a copy of the Relocation Assistance To Displaced Businesses, NonProfit Organizations And Farms which explains your rights to be reimbursed for your relocation and reestablishment expenses. Attached as Exhibit C is a Glossary of Terms.

NBC expects to file the condemnation papers in the Land Evidence Records for the Cities of Pawtucket and East Providence on or about July 7, 2023, although if efforts to negotiate seem futile we may record sooner. Nevertheless, you will receive at least ninety (90) days' advance written notice before you are required to vacate the Property. After the condemnation documents

are recorded in the Land Evidence Records, the law requires NBC to serve the Property owner and other parties with an interest in the Property with copies of the condemnation documents by sheriff or constable. This is merely a formality, and no further action is required on your part. The compensation award will be available the day the condemnation is filed in the Land Evidence Records and will be forwarded directly to you or may be paid to the Superior Court Registry on your behalf if we do not receive a release and Form W9 (Request for Taxpayer Identification Number and Certification) from you and everyone else having an interest in the Property on the day the condemnation papers are filed in the Land Evidence Records.

We therefore request that you sign and return either the enclosed Full Release or Advance Payment Release and the Form W9 to us prior to July 7, 2023. *After signing the release please forward the release, W9 and corporate authority (if an entity owns the Property) to Anthony J. Bucci, Jr., Esq., 155 South Main Street, Suite 405, Providence, RI 02903.*

If you do not return a signed release to us, state law requires that NBC may pay the condemnation award into the Superior Court Registry. NBC must also pay the award into the Superior Court Registry if you have a mortgage or other lien on your Property and NBC does not receive a subordination agreement and notification from the lender or other lien holder(s) that it does not require any portion of the condemnation award. However, NBC cannot make payment directly to you unless it receives a signed release agreement from you and other persons having an interest in your Property. By signing and returning the release agreement, you will save the time, trouble, and expense of having to obtain your money from the Superior Court Registry.

Attached are the following documents:

#### EXHIBIT A - TAKING DOCUMENT

The Taking Document describes the location of and interest to be taken in the Property to be acquired.

#### EXHIBIT B - OFFER OF JUST COMPENSATION

This form indicates the amount of money you are entitled to receive as a result of the acquisition of the Property. Value is based on "Market Value" of comparable properties. The offer being made is subject to approval by the State Properties Committee, which is usually obtained prior to the offers being made.

#### EXHIBIT C – GLOSSARY OF TERMS

An explanation of the various interests in property.

#### EXHIBIT D – LETTER OF RIGHTS

This form explains your "Rights" as a property owner of property being condemned.

FULL RELEASE - Execution of this release indicates that you are satisfied with the Offer of Just Compensation and releases NBC from any further obligations.

ADVANCE PAYMENT RELEASE - Execution of this release indicates that you accept the offer made by NBC but retain the right to litigate within one (1) year for additional compensation to which you feel you may be entitled. If you disagree with the amount of NBC's condemnation award to you, you may sign this release and receive the amount offered by NBC and still contest the amount of the condemnation award.

W9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION – This form requests the taxpayer's federal identification number which is certified by the taxpayer under the pains and penalties of perjury.

Upon receipt of either a signed and witnessed Full Release or Advance Payment Release and Form W9 executed by the Property owner(s) and all interested parties, full payment will be vouchered and a check issued for the amount of the condemnation award indicated in the Offer of Just Compensation if there are no mortgages or liens on the Property; or if there is a mortgage or lien on your Property that each mortgage or lien holder subordinates their mortgage or lien, and authorizes in writing disbursement of the condemnation award directly to you.

As soon as the check is issued, it will be delivered by certified mail.

In the event you do not sign the "Full Release" or the "Advance Payment Release" forms, the amount of the offer may be deposited in the Registry of the Superior Court and it will be your responsibility to file the appropriate legal documents with the Superior Court to retrieve the money from the Superior Court Registry.

If the Property owner of record is an entity a certificate or resolution of authority is required. This certificate must state that the person executing the release is authorized to do so on behalf of the entity. If you need a sample authority form, it will be provided upon request.

Upon receipt of this package, if you have any questions regarding the technical aspects of this project you may contact Kathryn Kelly, at NBC to discuss this matter further. You may do so by calling (401) 461-8848, Ext. 316, between the hours of 8:30 A.M. and 4:00 P.M. If your questions are legal in nature, you may contact our legal counsel in this matter, **Anthony J. Bucci, Jr., Esq.**, at (401) 831-4200 x217.

We respectfully request your cooperation in assisting the Narragansett Bay Commission in proceeding with the construction of this project.

Sincerely,



Laurie Horridge  
Executive Director

Enclosures

NARRAGANSETT BAY COMMISSION

**EXHIBIT A**

TAKING DOCUMENTS

## NARRAGANSETT BAY COMMISSION

### FEE SIMPLE ACQUISITION

City: Pawtucket and East Providence  
835 School and 0 Nassau Streets

<u>AFFECTED PARCEL</u>		
ASSESSOR'S PLAT/LOT	OWNER	INTERESTED PARTIES
Pawtucket Plat 37, Lot 475 E. Providence Map 201, Block 5, Lot 7	N/F Halifax Holding LLC	1. <b>Bristol County Savings Bank</b>  2. <b>US Small Business Administration</b>

DESCRIPTION AND STATEMENT OF LAND, SITUATED IN THE CITIES OF PAWTUCKET AND EAST PROVIDENCE, COUNTY OF PROVIDENCE, STATE OF RHODE ISLAND, AS SHOWN ON THE ACCOMPANYING PLAN TAKEN IN FEE SIMPLE FOR PUBLIC SEWER AND CONSTRUCTION PURPOSES ON BEHALF OF THE **NARRAGANSETT BAY COMMISSION**, PURSUANT TO THE PROVISIONS OF TITLE 37, CHAPTER 6 AND TITLE 46, CHAPTER 25 OF THE GENERAL LAWS OF RHODE ISLAND, ACQUISITIONS BY CONDEMNATION AUTHORIZED BY THE STATE PROPERTIES COMMITTEE ON THE 30<sup>th</sup> DAY OF May, 2023.

WHEREAS, the provisions of Title 37, Chapter 6 and Title 46, Chapter 25 of the General Laws Of Rhode Island, 1956, provide that within six months after the State Properties Committee has authorized condemnation proceedings, the acquiring authority shall file in the office of the recorder of deeds or town clerk in the city or town where the land or other real property to be acquired is situated, a description of the land or other real property, a plat thereof, and a statement that such land or other real property is taken pursuant to the provisions of said Title 37, Chapter 6, and Title 46, Chapter 25 of the General Laws of Rhode Island, and the nature of the title to be acquired, which description, plat and statement shall be signed by the head of the acquiring authority, and upon the filing of such description, plat and statement the title of such land or other real property as set forth in such statement shall vest in the Narragansett Bay Commission (the "acquiring authority" or the "Commission").

NOW, THEREFORE, WE, VINCENT MESOLELLA, Chairman of the Narragansett Bay Commission and LAURIE HORRIDGE, Executive Director of The Narragansett Bay Commission, as heads of the acquiring authority, pursuant to and in conformity with the provisions of Title 37, Chapter 6, and Title 46, Chapter 25 of the General Laws of Rhode Island, do hereby, within six months after the authorization by the State Properties Committee to acquire by condemnation the hereinafter described land situated in the

Cities of Pawtucket and East Providence, County of Providence, file this description of said land, a plat/plan thereof and this statement, which description, plat/plan, and statement, are signed by us, that the fee simple title to said land and other real property is, effective immediately upon the recording hereof, taken pursuant to the provisions of Title 37, Chapter 6, and Title 46, Chapter 25 of the General Laws of Rhode Island.

### **FEE SIMPLE ACQUISITION**

Those certain strips or parcels of land, together with all buildings and improvements thereon, situated in the Cities of Pawtucket and East Providence, County of Providence, State of Rhode Island, together with all rights and privileges appurtenant to said land, said land being further described as follows:

#### **N/F HALIFAX HOLDING LLC**

**Pawtucket Assessor's Plat 37, Lot 475**

**East Providence Assessor's Map 201, Block 5, Lot 7**

**ALL THOSE CERTAIN LOTS**, or parcels of land, with the buildings and improvements thereon, located on the westerly side of School Street and the southerly side of Nassau Street, partly in the City of Pawtucket and partly in the City of East Providence, County of Providence, State of Rhode Island, being bounded and described as follows:

**BEING** laid out and designated as Lot Nos. 1 (one), 2 (two), 3 (three), 4 (four), 5 (five), 6 (six), 7 (seven) and 8 (eight) on that certain plat of land entitled: "Bishop Bend Plat Belonging to Richard F. McCoart Situated in the City of Pawtucket and the Town of East Providence April 1906 J.E. Judson, C.E.", which said plat is recorded in the Pawtucket Land Evidence Records on Plat Card 319.

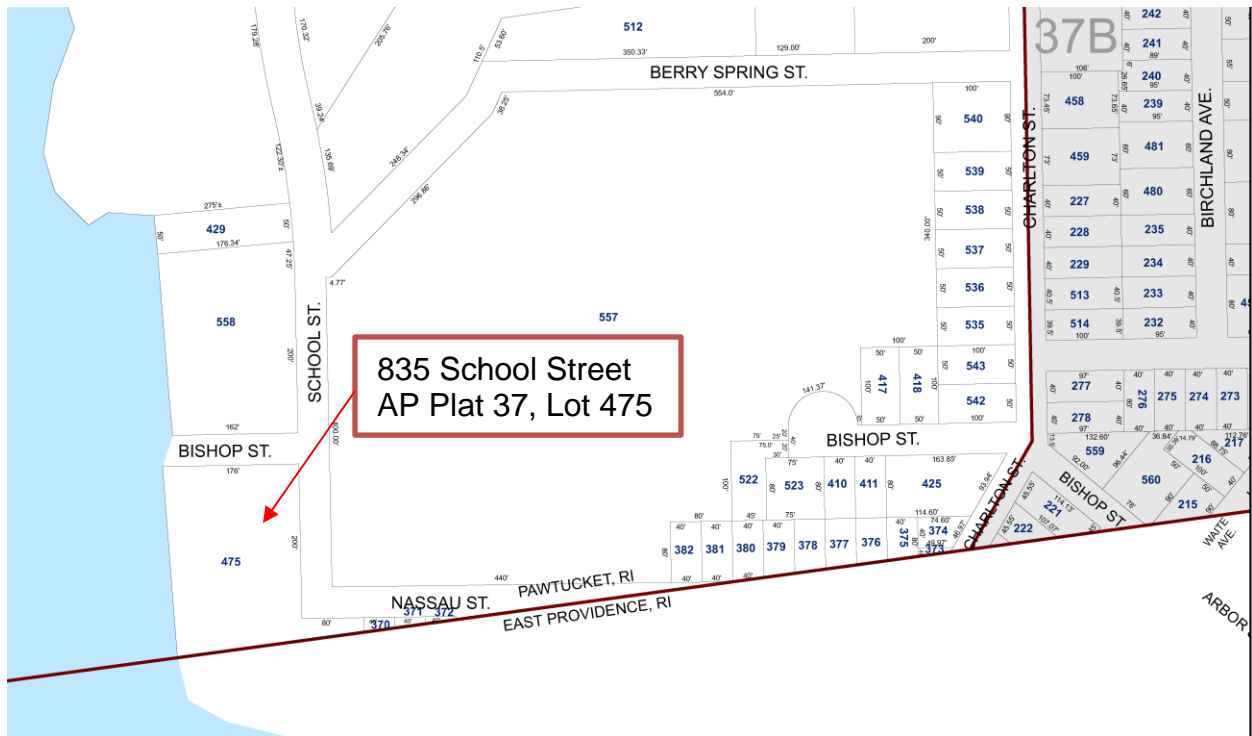
**TOGETHER WITH** a strip of land sixty (60) feet in width in said Pawtucket and East Providence, lying between the rear of said lots and the average high water mark of Pawtucket or Seekonk River as delineated on said plat, and also all land lying in the littoral zone adjacent thereto and all littoral and riparian rights appurtenant thereto and extending westerly to the Harbor Line in said River upon which it extends three hundred sixty-three and 98/100 (363.98) feet, the northerly and southerly boundaries being at right angles with said Harbor Line, and the northerly boundary being the southerly line of Bishop Street extended from its present westerly terminus at right angles

with said Harbor Line to said Harbor Line.

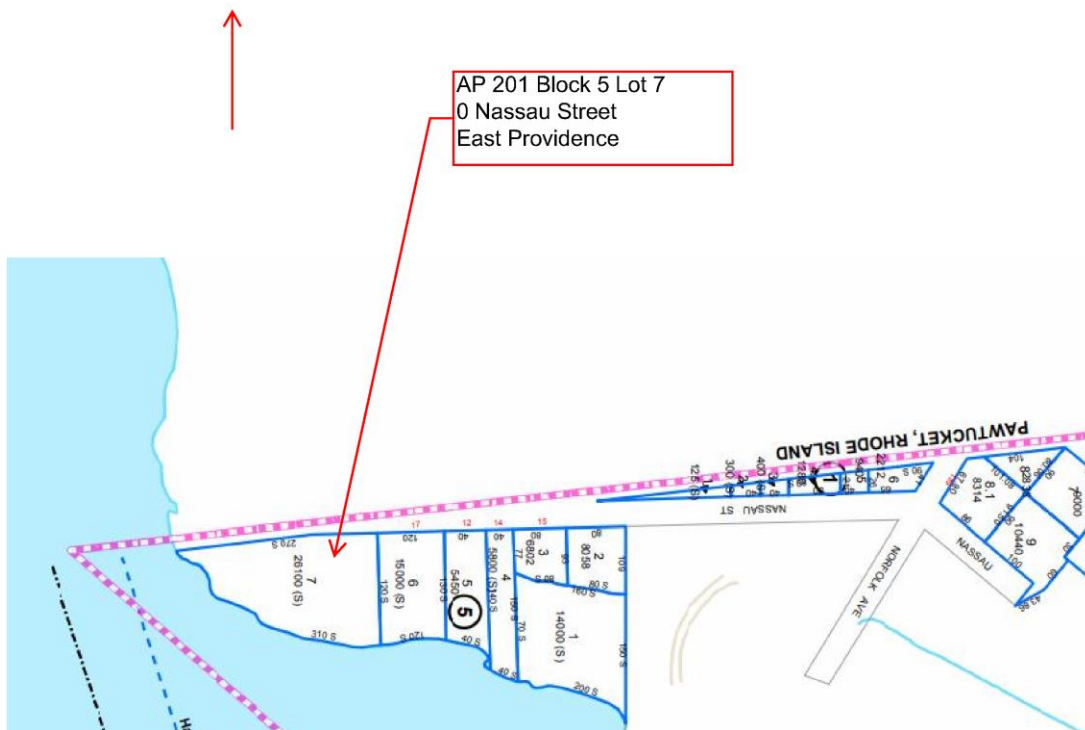
835 School Street  
Pawtucket, Rhode Island  
AP 37, Lot 475

0 Nassau Street  
East Providence, Rhode Island  
AP 201, Block 5, Lot 7

FOR REFERENCE PURPOSES ONLY:  
Pawtucket:



E. Providence:



NARRAGANSETT BAY COMMISSION

By: \_\_\_\_\_  
Vincent J. Mesolella, Chairman

\_\_\_\_\_  
Laurie Horridge, Executive Director

**STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE**

In Providence in said County on the \_\_\_\_ day of July 2023, before me personally appeared Vincent J. Mesolella, Chairman of the Narragansett Bay Commission and Laurie Horridge, Executive Director of the Narragansett Bay Commission to me known, and known by me to be the parties executing the foregoing instrument on behalf of the Narragansett Bay Commission, and they acknowledged said instrument by them executed to be their free act and deed, and the free act and deed of the Narragansett Bay Commission.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
*Print Name*

My Commission Expires on: \_\_\_\_\_

A true copy

Attest

\_\_\_\_\_

The foregoing description and statement, together with the Plan were filed in the Land Evidence Records for the Cities of Pawtucket and East Providence on the \_\_\_\_ day of \_\_\_\_\_, A.D., 2023.

## **EXHIBIT B**

Halifax Holding LLC  
835 School Street  
Pawtucket, RI 02860

**Cond. Plan No.** (fee simple)  
**Cond. Parcel(s):**  
**Plat/Lot:** N/F Pawt. A.P. 37, Lot 475 & E.  
Prov. Map 201, Block 5, Lot 7

### **OFFER OF JUST COMPENSATION**

The Narragansett Bay Commission (the "NBC"), pursuant to and under the authority of Title 37, Chapter 6 and/or Title 46, Chapter 25 of the General Laws of 1956, as amended, proposes to condemn the above-described Property for sewer use purposes.

Based on NBC's review and analysis of an appraisal(s) of the subject Property, showing the indicated Fair Market Value (FMV) as established by a qualified appraiser(s), NBC is authorized to pay the owner(s) of record of said Property, in full settlement of all claims arising from the proposed taking, including payment for the land and any and all improvements, if any, that are taken thereon and severance damages, if any, as follows:

### **STATEMENT OF TOTAL JUST COMPENSATION**


The total amount of just compensation established for the interest(s) in the Property being acquired in fee simple is **\$720,000.00**.

Said offer includes payment for any and all claims, debts, rights, and damages for all manner of actions and causes of action both in law and in equity, which against NBC you and/or all persons claiming by, through or under you ever had, now have or ought to have, for or by reason of the taking of said Property by this proposed condemnation.

The payment of the above NBC offer, will be made as soon as possible after filing the taking documents in the Land Evidence Records as long as you continue to be the record owner of the Property on the day of the taking and return either the Full Release or Advance Payment Release signed by all persons with an interest in the Property together with a completed W9, and subordination agreement from all lienholders, if applicable. If the owner is an entity, evidence that the person signing the document is authorized to do so.

June 20, 2023

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Laurie Horridge, Executive Director

**EXHIBIT C**  
**GLOSSARY OF TERMS**

**FEE SIMPLE ACQUISITION OF LAND**

The acquisition of land is the taking of real property in fee simple (i.e., full ownership rather than just an interest in the land) with just compensation for the purpose stated in the taking documents.

**EASEMENT**

An easement is an interest in land owned by another person consisting of the right of partial use of land for a specific purpose. The easements typically acquired by NBC are permanent subsurface easements for the laying of sewer lines and/or appurtenances and temporary easements required during construction.

**TEMPORARY EASEMENT**

This easement provides for the temporary use of the property during sewer line and/or sewer system construction. The term of this easement will be for the period specified in the Offer of Just Compensation.

After construction, the property will be restored to the same or better condition than exists now. During the term of this easement the property owner will retain the right to enter and exit the property.

**PERMANENT SEWER EASEMENT**

This easement is perpetual in nature and involves the right to place a sewer line and other appurtenant structures on private property along with the right to repair and maintain said lines/structures, as well as the right to enter upon said property, on foot and in vehicle for the right to inspect, maintain, repair and replace said line and appurtenant structures.

## EXHIBIT D

### NARRAGANSETT BAY COMMISSION

#### LETTER OF RIGHTS

If said real estate is condemned by the Narragansett Bay Commission in accordance with Title 36, Chapter 7 of the General Laws of Rhode Island, 1956, as amended, final payment to you of the aforesaid compensation provided for in the Offer of Just Compensation (Exhibit B) may be subject to the discharge or subordination of any and all mortgages, liens, attachments, taxes, and certain other encumbrances, or other interests in or claims against said property.

If said offer is acceptable as full compensation for said interest in the property to be taken, sign the *Full Release* and return it to the Narragansett Bay Commission. If said offer is not acceptable, sign the *Advance Payment Release*. By doing so you will receive payment of an amount not less than the approved appraisal of fair market value, equal to one hundred percent (100%) of NBC's offer.

If you sign the *Advance Payment Release*, you in no way prejudice your right to file a petition in the Superior Court requesting a jury trial for the assessment of your damages. Also, your signing of the *Advance Payment Release* is without prejudice to your right at a later date to either accept the offer contained herein or to file a petition as aforesaid.

In the event that you sign neither the *Full Release* nor the *Advance Payment Release*, the amount of the offer will be deposited in the Registry of the Superior Court for your benefit and it will be your responsibility to file the appropriate legal documents with the Superior Court to retrieve the money from the Superior Court Registry.

The foregoing is contingent upon the condemnation of said interest in the Property by NBC as aforesaid. No payments can be made until NBC has actually filed the condemnation in the Land Evidence Records for the City or Town where the land is located. It is NBC's policy, if possible, to have the payment check available for delivery to you on the day the map is filed.

*Administrative Settlement.* In addition to the right to petition the Superior Court requesting a jury trial to assess the damages or value of the Property taken, the Property owner has the right to seek an administrative settlement concerning the amount of the condemnation award. The Property owner may request an administrative settlement in writing to the Executive Director of NBC providing the reasons the Project Coordinator and/or the owner believes NBC's Offer of Just Compensation does not adequately compensate the owner for the Property acquired or to be acquired by NBC.

# NARRAGANSETT BAY COMMISSION

## REAL ESTATE

### FULL RELEASE

**COND. PLAN NO.:** Fee Simple acquisition of Pawt. A.P. 37, Lot 475 & E. Prov. Map 201, Block 5, Lot 7

<b>Condemnee:</b>	Halifax Holding LLC	<b>SPC Approval Date:</b>		05/30/23
<b>Property Address:</b>	835 School & 0 Nassau Streets	<b>Date of Taking:</b>		TBD
<b>Property City:</b>	Pawtucket & East Providence	<b>Condemnation Award:</b>		\$720,000. <sup>00</sup>
<b>Plat/Lot</b>	N/F Pawt. A.P. 37, Lot 475 & E. Prov. Map 201, Block 5, Lot 7 (the "Property")			

WHEREAS, the Chairman and Executive Director of the Narragansett Bay Commission (hereinafter sometimes referred to as the "NBC"), pursuant to Title 37, Chapter 6 and/or Title 46, Chapter 25 of the General Laws of 1956, as amended, and in exercise of the powers and authority conferred by said section(s), upon authorization by the State Properties Committee on SPC Approval Date, did or will take that certain land or interests therein belonging to the Condemnee situated in the City/Town of Property City, Rhode Island, and depicted on Cond. Plan No. filed in the Land Evidence Records for the City of Property City on Date of Taking.

NOW THEREFORE, The Condemnee in consideration of the Condemnation Award (hereinafter defined) paid by NBC to and on behalf of the Condemnee as follows:

<u>Cond. Plan No.</u>		<u>Sq. Footage/ Acreage</u>	<u>Total Compensation</u>
Pawt. A.P. 37, Lot 475 & E. Prov. Map 201, Block 5, Lot 7	Fee Simple	N/A	\$720,000.00
	temporary easement for 24-month period		
	permanent easements		
	severance damages		
	Relocation and Reestablishment Expenses		TBD
TOTAL COMPENSATION (the "Condemnation Award")			\$720,000.00

The receipt of which consideration is hereby acknowledged, the undersigned does hereby remise, release and forever quit claim unto the Narragansett Bay Commission and the State of Rhode Island, their directors, commissioners, officers, employees, agents, agencies, subsidiaries, affiliates, successors and/or assigns (the "Released Parties") any and all manner of action, causes of action, debts, dues, claims and demands (including, but not limited to claims for noise, nuisance, severance damages and/or relocation expenses), both in law and equity which the undersigned might now or in the future have, and especially for any and all damage by reason of the estate and interest in, and construction activity on and/or adjacent to, the property acquired as aforesaid, which against the Released Parties the undersigned ever had, now has, or in the future may have, for or by reason of any matter or thing from the beginning of the world

*a clean bay today a clean bay today a clean bay today a clean bay today a clean bay today a clean bay today a clean bay today*

through the day and date of these presents (except in the event of a partial taking, for direct physical damage to the Owner's property caused by NBC or its contractors after the date of this release).

KNOW ALL MEN THAT \_\_\_\_\_ MORTGAGEE, owner of mortgage covering land taken as aforesaid, in consideration of the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) to it paid by the Narragansett Bay Commission, receipt of which is hereby acknowledged, does hereby remise, release and forever quit claim unto the Narragansett Bay Commission and the State of Rhode Island, their directors, commissioners, officers, employees, agents, agencies, subsidiaries, affiliates, successors and/or assigns (the "Released Parties"), any and all manner of actions, causes of action, debts, dues, claims and demands, (including, but not limited to claims for noise, nuisance, severance damages and/or relocation expenses), both in law and equity which the mortgagee, its successors and/or assigns might now or in the future have, and especially for any and all damage by reason of the estate and interest in, and construction activity on and/or adjacent to, the property acquired as aforesaid, which against the Released Parties the undersigned ever had, now has, or in the future may have, for or by reason of any matter or thing from the beginning of the world through the day and date of these presents (except for direct physical damage to the Owner's property caused by NBC or its contractors after the date of this release).

In the case of taking of a *temporary easement*, the following two paragraphs will apply:

1. Upon expiration of the above-designated period from the date of condemnation hereof, all land, real estate, interest and title shall thereupon revert to the party(ies) who was(were) the owner(s) at the time of condemnation, his(their) successor(s) in title or assign(s), without the necessity of a document transferring same or any other action.
2. Meaning and intending by this release that the Narragansett Bay Commission acquires the right to enter the aforescribed real estate taken for temporary easement as parcel(s) number(s) referenced above, in conjunction with adjacent construction, and reserving to said landowner all rights of access for ingress and egress to and from said real estate.

\*Social Security No. \_\_\_\_\_ or

\*Federal Identification No. \_\_\_\_\_

Dated: \_\_\_\_\_

Witness:

Signed:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# NARRAGANSETT BAY COMMISSION

## REAL ESTATE

### ADVANCE PAYMENT RELEASE

(RECEIPT AND ACKNOWLEDGMENT OF NOT LESS THAN APPROVED APPRAISAL OF FAIR MARKET VALUE)

**COND. PLAN NO.** Fee Simple acquisition of Pawt. A.P. 37, Lot 475 & E. Prov. Map 201, Block 5, Lot 7

<b>Condemnee:</b>	Halifax Holding LLC	<b>SPC Approval Date:</b>	05/30/23
<b>Property Address:</b>	835 School & 0 Nassau Streets	<b>Date of Taking:</b>	TBD
<b>Property City:</b>	Pawtucket & East Providence	<b>Condemnation Award:</b>	\$720,000. <sup>00</sup>
<b>Plat/Lot</b>	N/F Pawt. A.P. 37, Lot 475 & E. Prov. Map 201, Block 5, Lot 7 (the "Property")		

WHEREAS, the Chairman and Executive Director of the Narragansett Bay Commission (hereinafter sometimes referred to as the "NBC"), pursuant to Title 37, Chapter 6 and/or Title 46, Chapter 25 of the General Laws of 1956, as amended, and in exercise of the powers and authority conferred by said section(s), upon authorization by the State Properties Committee on SPC Approval Date, did or will take that certain land or interests therein belonging to the Condemnee situated in the City/Town of Property City, Rhode Island, and depicted on Cond. Plan No. filed in the Land Evidence Records for the City of Property City on Date of Taking.

and WHEREAS, an application for payment of an amount not less than the approved appraisal of fair market value has been made to NBC by the Condemnee;

and WHEREAS, under and by virtue of Title 37, Chapter 6, Section 17 of the General Laws of Rhode Island of 1956, as amended, the Condemnee is/are entitled to not less than one hundred percent (100%) of the acquiring authority's offer pending final disposition of court proceedings;

NOW THEREFORE, the undersigned hereby acknowledges receipt of the Condemnation Award (hereinafter defined), and that said sum shall be deducted from any award hereafter made by the Superior Court or any agreement reached by the undersigned and NBC, paid by NBC to him/her/its/them and on his/her/its/their behalf as follows:

Property Owners:	\$720,000.00
Mortgagee:	\$ N/A
Total Compensation	720,000.00

<u>Cond. Plan No.</u>	<u>Sq. Footage/ Acreage</u>	<u>Total Compensation</u>
Pawt. A.P. 37, Lot 475 & E. Prov. Map 201, Block 5, Lot 7	N/A	\$720,000.00
Fee Simple		
temporary easement for 24-month period		
permanent easement		
severance damages		
Relocation & Reestablishment Expenses		TBD
TOTAL COMPENSATION (the "Condemnation Award")		\$720,000.00

AND WHEREAS, the undersigned further agrees in consideration for the above payment, that if the undersigned shall not bring a petition for assessment of damages in the Superior Court of the State of Rhode Island within one (1) year of condemnation, pursuant to Title 37, Chapter 6, section 18, of the General Laws of 1956, as amended, then said payment shall be considered as full payment for the taking of said land by the Narragansett Bay Commission, whereupon the undersigned does hereby remise, release and forever quit claim unto the Narragansett Bay Commission and the State of Rhode Island, their directors, commissioners, officers, employees, agents, agencies, subsidiaries, affiliates, successors and/or assigns (the "Released Parties") any and all manner of action, causes of action, debts, dues, claims and demands (including, but not limited to claims for noise, nuisance, severance damages and/or relocation expenses), both in law and equity which the undersigned might now or in the future have, and especially for any and all damage by reason of the estate and interest in, and construction activity on and/or adjacent to, the property acquired as aforesaid, which against the Released Parties, the undersigned ever had, now has, or in the future may have, for or by reason of any matter or thing from the beginning of the world through the day and date of these presents (except in the event of a partial taking, for direct physical damage to the Owner's property caused by NBC or its contractors after the date of this release) and hereby irrevocably appoints the Executive Director of the Narragansett Bay Commission the attorney in fact for the undersigned to execute any and all necessary documents to effect the purpose of this said paragraph. This appointment as attorney in fact shall survive the incapacity and/or disability of the undersigned and shall be deemed coupled with an interest.

KNOW ALL MEN THAT \_\_\_\_\_ MORTGAGEE, owner of mortgage covering land taken as aforesaid, in consideration of the sum of \_\_\_\_\_ DOLLARS (\$) to it paid by the Narragansett Bay Commission, receipt of which is hereby acknowledged, does hereby remise, release and forever quit claim unto the Narragansett Bay Commission and the State of Rhode Island, their directors, commissioners, officers, employees, agents, agencies, subsidiaries, affiliates, successors and/or assigns (the "Released Parties"), any and all manner of actions, causes of action, debts, dues, claims and demands, (including, but not limited to claims for noise, nuisance, severance damages and/or relocation expenses), both in law and equity which the mortgagee, its successors and/or assigns might now or in the future have, and especially for any and all damage by reason of the estate and interest in, and construction activity on and/or adjacent to, the property acquired as aforesaid, which against the Released Parties the undersigned ever had, now has, or in the future may have, for or by reason of any matter or thing from the beginning of the world through the day and date of these presents (except for direct physical damage to the Owner's property caused by NBC or its contractors after the date of this release). In the case of taking of a temporary easement, the following two paragraphs will apply:

1. Upon expiration of the above-designated period from the date of condemnation hereof, all land, real estate, interest and title shall thereupon revert to the party(ies) who was(were) the owner(s) at the time of condemnation, his(their) successor(s) in title or assign(s), without the necessity of a document transferring same or any other action.
2. Meaning and intending by this release that the Narragansett Bay Commission acquires the right to enter the aforescribed real estate taken for temporary easement as parcel(s) number(s) referenced above, in conjunction with adjacent construction, and reserving to said landowner all rights of access for ingress and egress to and from said real estate.

\*Social Security No. or Federal Identification No.: \_\_\_\_\_

Dated: \_\_\_\_\_

Witness:

Signed:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\*

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ►	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**RELOCATION ASSISTANCE  
TO DISPLACED BUSINESSES,  
NONPROFIT ORGANIZATIONS  
AND FARMS**

**NARRAGANSETT BAY COMMISSION**  
One Service Road  
Providence, RI 02905

(Form has been revised. See last page.)

**Introduction**

This booklet describes the relocation assistance and payments provided to displaced businesses, nonprofit organizations and farms under the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended** (URA). This includes any such occupant that moves from real property, or moves personal property from real property, as a direct result of acquisition, rehabilitation or demolition for a Federal project or a project in which Federal funds are used. If you are notified that you will be displaced, it is important that you **do not move** before you learn what you must do to receive the relocation payments and other assistance to which you are entitled.

*Pursuant to Public Law 105-177, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.*

This booklet may not answer all of your questions. If you have more questions about your relocation, contact the Narragansett Bay Commission. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you move. Afterwards, it may be too late.

**Summary of Relocation Assistance**

As an eligible displaced person, you will be offered the following advisory and financial assistance:

- **Advisory Services** includes referrals to suitable replacement locations, help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move.
- **Payment for Moving and Reestablishment Expenses** falls into two general categories:
- **Payment for Actual, Reasonable Moving and Related Expenses.** If you choose this payment, you may also be eligible for a **Payment for Reestablishment Expenses**, up to \$25,000.
- **Fixed Payment** ("In Lieu Of" Payment). As an alternative to receiving payment for your actual, reasonable and related moving and **reestablishment** expenses, certain persons are eligible to choose a **Fixed Payment** in the amount of \$1,000 - \$40,000.

## **General Questions**

### **How Will I Know I Am Eligible For Relocation Assistance?**

You should receive a written notice explaining your eligibility for relocation assistance. You should not move before receiving that notice. If you do, you may not be eligible for relocation assistance.

### **How Will The Agency Know How Much Help I Need?**

Please contact the Agency at an early date to help the Agency determine your relocation needs and preferences.

### **How Soon Will I Have To Move?**

Every reasonable effort will be made to provide you with sufficient time to find and reestablish your business in a suitable replacement location. If possible, a mutually agreeable date for the move will be worked out. You will be given enough time to make plans for moving. Unless there is a health or safety emergency, you will not be required to move without at least 90 days advance written notice.

### **How Will I Find A Replacement Location?**

The Agency will provide you with current information on available replacement locations that meet your needs. The Agency may also provide you with the names of real estate agents and brokers who can assist you in finding the type of replacement location you need.

While the Agency will assist you in obtaining a suitable replacement location, you should take an active role in finding and relocating to a location of your choice; no one knows your needs better than you. When searching for a replacement location for your business, you should ensure that there are no zoning or other requirements which will unduly restrict your planned operations.

### **What Other Assistance Will Be Available To Help Me?**

In addition to help in finding a suitable replacement location, other assistance, as necessary, will be provided by the Agency. This includes providing information on Federal, State, and local programs that may be of help in reestablishing a business. For example, the Small Business Administration (SBA) provides managerial and technical assistance to some businesses.

You should ask the Agency representative to tell you about the specific services that may be available to help you.

### **I Have A Replacement Location And Want To Move. What Should I Do?**

Before you make any arrangements to move, notify the Agency as soon as possible. The Agency will discuss the move with you and advise you of the relocation payment(s) for which you may be eligible, the requirements to be met, and how to obtain a payment.

### **I Plan To Discontinue My Business Rather Than Move. What Should I Do?**

If you have decided to discontinue your business rather than reestablish, you may still be eligible to receive a payment. Contact the Agency and discuss your decision to discontinue your business. You will be informed of the payment, if any, for which you may be eligible and the requirements that must be met to obtain the payment.

### **I Own This Property. Will I Be Paid For It Before I Have To Move?**

If you reach a negotiated agreement to sell your property to a public agency, you will not be required to move before you receive the agreed purchase price. If the property is acquired through an eminent domain proceeding, you cannot be required to move before the estimated fair market value of the property has been offered to you, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. (Payment of the money will not affect your right to seek additional compensation for your property.)

Ask the Agency to provide you a copy of the HUD information brochure, **When a Public Agency Acquires Your Property (HUD-1041-CPD)**. If you have any questions about the acquisition of your property, please contact the Agency.

### **What Moving Expenses Are Eligible For Payment?**

If you choose a Payment For Actual, Reasonable Moving and Related Expenses, you may include in your claim the reasonable and necessary cost of:

- Transportation of the displaced person and personal property. Transportation costs beyond 50 miles are ineligible, unless the Agency determines that relocation beyond 50 miles is justified.
- Packing, crating, unpacking, and uncrating personal property.
- Disconnecting, dismantling, removing, reassembling, and reinstalling relocated personal property including machinery, equipment, substitute personal property, and connections to utilities available within the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property.

- Storage of the personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.
- Insurance for the replacement value of the property in connection with the move and necessary storage.
- The replacement value of property lost, stolen, or damaged in the process of moving where insurance covering such loss, theft, or damage is not reasonably available.
- Any license, permit, fees or certification required at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, fees or certification.

Professional services as the Agency determines to be actual, reasonable and necessary for: Planning the move of the personal property; Moving the personal property; and installing the relocated personal property at the replacement location.

- Relettering signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move.
- Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business or farm operation. The payment shall consist of the lesser of:
  - (1) The fair market value in place of the item, as is for continued use, less the proceeds from its sale; or
  - (2) The estimated cost of moving the item as is, but not including any allowance for storage or for reconnecting a piece of equipment, if the equipment is in storage or not being used at the acquired site. If the business or farm operation is discontinued, the estimated cost of moving the item shall be based on a moving distance of 50 miles.
- The reasonable cost incurred in attempting to sell an item that is not to be relocated.
- Purchase of substitute personal property. If an item of personal property, (which is used as part of a business or farm operation) is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, the displaced person is entitled to payment of the lesser of:
  - (1) The cost of the substitute item, including installation costs at the replacement site, minus any proceeds from the sale or trade-in of the replaced item; or
  - (2) The estimated cost of moving and reinstalling the replaced item but with no allowance for storage.
- Searching for a replacement location. A business or farm operation is entitled to reimbursement for actual, reasonable expenses, not to exceed \$2,500, which are incurred in searching for a replacement location, including: Transportation; meals and lodging away from home; time spent searching, obtaining permits, attending zoning hearings and negotiating the purchase or lease of a replacement site (based on reasonable salary or earnings); fees paid to a real estate agent or broker to locate a replacement site (exclusive of any fees or commissions related to the purchase of such sites).
- Low value/high bulk. When the personal property to be moved is of low value and high bulk, and the cost of moving the property would be disproportionate to its value in the judgment of the displacing Agency, the allowable moving cost payment shall not exceed the lesser of: (1) the amount which would be received if the property were sold at the site or (2) the replacement cost of a comparable quantity delivered to the new business location. Examples include, but are not limited to, stockpiled sand, gravel, minerals, metals and other similar items of personal property as determined by the Agency.

In addition to the eligible expenses for moving personal property listed above, the following items are also eligible moving expenses if the Agency determines they are actual, reasonable and necessary:

- Connection to available nearby utilities from the right-of-way to improvements at the replacement site.
- Professional services (based on a reasonable Agency pre-approved hourly rate) performed prior to the purchase or lease of a replacement site to determine its suitability for the displaced person's business operation including but not limited to, soil testing, feasibility and marketing studies (excluding any fees or commissions directly related to the purchase or lease of such site).
- Impact fees or one time assessments for anticipated heavy utility usage.

The Agency will explain all eligible moving and related costs, as well as those which are not eligible. You must be able to account for all costs that you incur; so keep all your receipts. The Agency will inform you of the documentation needed to support your claim.

You may elect to pay your moving costs yourself and be repaid by the Agency or, if you prefer, you may have the Agency pay the mover. In either case, select your mover with care. The Agency can help you select a reliable and reputable mover.

Also, keep the Agency informed about your moving plans. You must provide the Agency reasonable advance written notice of the approximate date of the start of your move or disposition of your personal property and an inventory of the items to be moved. The Agency may agree to waive this requirement. You must permit the Agency to make reasonable and timely inspections of the personal property at the old and new locations and to monitor the move.

### **What Is A Payment For Reestablishment Expenses?**

If you choose to receive a payment for your actual moving and related expenses, you may also be eligible to receive a payment for reestablishment expenses, not to exceed \$25,000. Such expenses must be reasonable and necessary, as determined by the Agency. They include, but are not limited to the following:

- Repairs or improvements to the replacement real property as required by Federal, State or local law, code or ordinance.
- Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business.
- Construction and installation costs for exterior signing to advertise the business.

- Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling, or carpeting.
- Advertisement of replacement location.
- Estimated increased costs of operation during the first 2 years at the replacement site for such items as: Lease or rental charges; Personal or real property taxes; Insurance premiums; and Utility charges, excluding impact fees.
- Other items that the Agency considers essential to the reestablishment of the business.

### **What Is A Fixed Moving Payment (“In Lieu Of” Payment)?**

Certain businesses, nonprofit organizations and farms are eligible to obtain a Fixed Moving Payment, “in lieu of” receiving a payment for Actual, Reasonable Moving and Related Expenses and a Payment for Reestablishment Expenses. The Fixed Payment for a business or farm operation is based on the average annual net earnings of the business or farm operation; the Fixed Payment for a nonprofit organization is based on average annual gross revenues less administrative expenses. A Fixed Payment will not be less than \$1,000, nor more than \$40,000. Check with the Agency to see if you are eligible for this payment option.

The Agency will inform you as to your eligibility for this payment and the documentation you must submit to support your claim.

Remember, when you elect to take this payment you are not entitled to reimbursement for any other moving or reestablishment expenses.

### **Must I File A Claim For A Relocation Payment?**

Yes. You must file a claim for a relocation payment. The Agency will, however, provide you with the required claim form, help you to complete it, and explain the type of documentation that you must submit in order to receive the payment.

**All claims for relocation payments must be filed no later than 18 months after: For tenants, the date of your move. For owners, the later of (1) the date of your move; or (2) the date of final payment for the acquisition of your property.** However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid. If you are unable to file your claim within 18 months, ask the Agency to consider extending this period.

You will be paid promptly after you file an acceptable claim. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified of the problem in writing and the action you must take to resolve the matter.

If you must pay any relocation expenses before you move, discuss your needs with the Agency. You should be able to obtain an advance payment. An advance payment may be placed in "escrow" to ensure that the move will be completed on a timely basis.

### **Will I Have To Pay Rent To The Agency Before I Move?**

If the Agency acquires your property, you may be required to pay a fair rent to the Agency for the period between the acquisition of the property and the date that you move. Such rent will not exceed the market rent for comparable properties in the area.

### **Do I Have To Pay Federal Income Taxes On My Relocation Payments?**

No. Section 216 of the URA states that you need not report relocation payments as part of your gross income for Federal tax purposes. For information on State or local income taxes, you should check with the State or local income tax office in your area or with your personal tax advisor.

### **If I Don't Receive The Required Assistance, Can I Appeal?**

Yes. If you disagree with the Agency's decision as to your right to relocation assistance or the amount of a payment, you may appeal the decision to the Agency. The Agency will inform you of its appeal procedures. At a minimum, you will have 60 days to file your appeal with the Agency after you receive written notification of the Agency's determination on your claim. Your appeal must be in writing. However, if you need help, the Agency will assist you in preparing your appeal.

If you are not satisfied with the Agency's final decision on your appeal, you may seek review of the matter by the courts.

### **I Have More Questions. Who Will Answer Them?**

If you have further questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency: Narragansett Bay Commission

Address: One Service Road, Providence, RI 02905

Office Hours: 8:30 a.m. – 4:00 p.m.

Telephone Number: (401) 461-8848

Person to Contact: Jennifer Harrington, Esq.

(NOTE: Updated to incorporate MAP-21 statutory changes to the URA effective on 10/01/2014. Please note the current URA regulations of 49 CFR 24 will be revised in a future rule making to reflect MAP-21 changes. For additional information on MAP-21 changes to the URA for HUD programs and projects, refer to HUD Notice CPD-14-09 at the following website: <http://portal.hud.gov/hudportal/documents/huddoc?id=14-09cpdn.pdf>.)